

1 S. Gottlieb

2 Q. What was the name of the science
3 TV show?

4 A. Omni.

5 Q. And did that -- what network did
6 that air on?

7 A. I don't recall.

8 Q. How long were you there?

9 A. I don't recall exactly.

10 Q. You don't recall how long you
11 were with that production company?

12 A. Less than a year.

13 Q. And then what did you do after
14 that?

15 A. I went to law school.

16 Q. Where did you go to law school?

17 A. To Harvard Law.

18 Q. When did you graduate from
19 Harvard?

20 A. I'm really bad with dates, annual
21 dates. It was -- I believe it was '84.

22 Q. Did you take any bar examinations
23 when you graduated?

24 A. I did not complete the bar.

25 Q. Did you start to take the bar?

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2 Q. Did you feel it had an adverse
3 impact on the state of digital quality?

4 A. No.

5 Q. Any other lawsuits that you
6 remember?

7 A. Not off the top of my head, no.

8 Q. Do you remember giving a
9 deposition two months ago in the Slip N Slide
10 records case?

11 A. I don't recall the deposition but
12 there was a dispute. There was a dispute with
13 Slip N Slide.

14 Q. Slip N Slide Records has accused
15 TVT for tortious interference in this case; is
16 that right?

17 A. Yes.

18 Q. And that relates to what they
19 have alleged as an attempt by TVT to block a
20 Slip N Slide release by Pitbull called Welcome
21 to the 305; is that right? That is their
22 allegation?

23 A. No.

24 Q. What is their allegation?

25 A. It's in the public record. I

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2 MR. CAPLAN: No. I'm objecting to
3 the question. No, I'm not objecting to
4 my client's question. He asked a
5 question separate and apart from my
6 objection.

7 Q. Well, that is what I'm asking
8 you. Carlos Glover make a representation to
9 you whether or not this agreement was still in
10 force?

11 A. That he had all the rights to the
12 agreement.

13 Q. And he didn't mention the July
14 20, 2001 distribution agreement between he
15 doing business as Mirror Image and DM Records;
16 is that right?

17 A. It seems to say that it's a
18 two-year agreement. This is the first time
19 I'm looking at it.

20 Q. Do you see the automatic renewal
21 since you saw the two years, do you see the
22 automatic renewal?

23 A. You've had our paperwork for some
24 time. If we've done something wrong --

25 MR. CAPLAN: Just answer the

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2 question.

3 A. I know nothing about it.

4 Q. So, is it fair to say that you
5 would have thought twice about entering into
6 the agreement with Carlos Glover -- when I say
7 "you," I mean TVT -- if you knew about the
8 existence of this?

9 A. We wouldn't have come forward,
10 no.

11 Q. Earlier we discussed the
12 definition of derivatives and remixes. Not
13 every remixed composition is necessarily a
14 derivative, is it or do you have any
15 knowledge?

16 MR. CAPLAN: Object to the form
17 of the question. Calls for a legal
18 conclusion.

19 You can give your understanding.

20 A. Well, my understanding -- you
21 know I think this is a matter for the lawyer,
22 but my informed belief is most remixes are
23 done under the direction of the artist with
24 the involvement of the artist, and as part of
25 the artist involvement.

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2 to enter into those deals, then I had every
3 reason to believe that they were free from any
4 other entanglements.

5 Q. Did you inquire as to whether or
6 not they were actually free to enter in the
7 those agreements or did you just assume they
8 were because they had been?

9 MR. CAPLAN: Objection as to
10 form.

11 You can answer.

12 A. No. As part of every agreement,
13 there are standard reps and warranties. As I
14 said, the fact that they were well-known,
15 successful and no one had contested Koch's
16 rights to exploit their highly successful
17 record, there was open bidding on them to
18 secure their rights when they finished their
19 deal with Koch.

20 It was a matter of general
21 knowledge. If no one stood up to enforce
22 their rights in any way. I can't imagine they
23 were serious about protecting the rights.

24 Q. You have been involved -- TVT has
25 been involved in acquiring assets out of

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2 Q. Again, you said released by DJ
3 Smurf and Sammy Sam, you didn't mean released
4 by?

5 A. Under their name.

6 Q. Under their name, okay.

7 You didn't object to the DM 2001
8 re-release by DM of the Get Crunk Who U Wit
9 album, correct?

10 MR. CAPLAN: Objection as to
11 form. Lack of foundation.

12 A. Did it cause confusion in the
13 marketplace. It didn't -- wasn't mismarketed.
14 Didn't involve substantial misrepresentation.
15 If Carlos Glover had rights to remix his
16 record, that is all it was, then fine.

17 Q. How much confusion in the
18 marketplace do you think Certified Crunk da
19 Remix cost?

20 A. Enough for us to get a bunch of
21 calls and you know. In my mind probably
22 siphon off a million dollars worth of sales
23 from that would have naturally gone to Lil'
24 Jon's records that accidentally went to these
25 records.